

City of Huntington Park



HUNTINGTON PARK Request for Proposals

Parking Citation Processing Services

December 4, 2015

Proposal Due Date:

Wednesday, January 27, 2016
4:30 pm, Pacific Standard Time

Submit proposals by email to:

Art Cueto
Senior Analyst
acueto@hpcapca.gov

Proposal Contact:

Art Cueto
Senior Analyst
323-584-6315
acueto@hpcapca.gov

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I. INTRODUCTION

A. General Information

The City of Huntington Park (City) is requesting proposals from qualified and technically capable firms to provide the City with Parking Citation Processing Services. These services will include citation processing, payment services, DMV information retrieval Franchise Tax Board (FTB) collections, and the provision of required equipment (i.e. including but not limited to hand-held ticket issuing units, printers, software, printers, and technical support).

Electronic copies of a proposal must be received via email no later than **4:30 PM on Wednesday, January 27, 2016**. Emails must be addressed to Art Cueto, Senior Analyst at acueto@hpcg.gov.

Questions concerning the contents of this request for proposals (RFP) must also be emailed to acueto@hpcg.gov. City staff will provide written responses to all questions received on or before **5:00 PM on Wednesday, January 6, 2016**. Each firm that submitted a question prior to this deadline will receive a full set of responses to all questions received.

The City reserves the right to the following:

- Retain all proposals submitted and to use any idea(s) in a proposal regardless of whether the proposal is selected.
- Request additional information or clarification on submitted proposals, allow for the correction of errors or omissions during the review process, reject any or all proposals, waive any non-material irregularities or information contained in any proposal, and to reject any item or combination of items.

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. Firms submitting proposals may be required to make oral presentation as part of the evaluation process and/or to submit best and final offers (BAFOs) at the City's discretion.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 et seq.) unless exempt.

Proposals may be submitted by either a single firm or by a group of firms that will collaborate to provide the services specified in this RFP to the City. If your firm is teaming with other firms to provide the services included in this RFP, please clearly identify the roles and responsibilities that each firm will assume or be assigned

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within the proposal. Also identify who will serve as the team's project manager and primary point of contact with City staff.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected.

It is anticipated that the selection of a firm will be completed by early January 2016. A recommendation and proposed contract will be prepared for review and approval by the City Council at its February 2, 2016 meeting.

B. Terms of Agreement

It is the intent of the City to contract for the services presented herein for an initial term of three (3) years plus the option to extend the terms of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of the terms, including a price acceptable to both the City and the selected firm.

C. Background

The City of Huntington Park is located approximately 4.5 miles southeast of downtown Los Angeles. It encompasses an area of approximately 2.8 square-miles and has a population of 58,654 residents. A total of 981 parking meters are located on city streets within Huntington Park's commercial core. Parking restrictions/prohibitions are in place throughout the city on commercial and residential streets related to street cleaning or time limits.

Over the past four years, the City has issued an average of 25,603 parking citations annually and collected an average of \$1.3 million in revenues from the citations issued. However, both the number of citations issues and revenues collected have declined by approximately 36% over the past four years as shown in the following table.

Fiscal Year	Citations	Revenue
2011-12	29,901	\$1,584,629
2012-13	26,340	\$1,359,509
2013-14	26,936	\$1,310,210
2014-15	19,239	\$1,010,046
Average	25,603	\$1,316,099

The decline in the number of citation issued was due primarily to local enforcement issues including a moratorium approved by the City in FY 2014-15, however the collection of parking fines has steadily declined since FY 2011-12 due to a variety of reasons including the inability to process the citations in a timely manner resulting in a dismissal of fines, or a delay in the adjudication of contested citations.

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The City seeks to correct these issues by securing the services of a qualified and technically-capable firm to assume the management of citation processing and related administrative requirements.

II. REQUIREMENT OVERVIEW

The selected proposer must clearly demonstrate the firm's qualifications, expertise, and ability to perform the following tasks or services:

- Demonstrate required technical proficiency and previous experience with municipal parking citation processing and collection services
- Ability to work closely with parking services and City staff on a regular basis
- Provide a high level of customer service to the City, its staff, and the community they serve
- Provide all required staffing, materials, equipment, tools, and technical skills required to furnish the services specified in this request and to do so qualitatively
- Ability to seamlessly convert all of the data presently located in the City's existing parking citation management system to the new fully-functional system
- Ensure that the system is operational 24/7 and provide prompt response to any technical issues that may affect the system's operations

III. SCOPE OF WORK

The City seeks the services of a qualified firm to provide the following services on an ongoing basis throughout the term of this engagement:

- Parking citation management processing including collection services, FTB collections, and technical support
- Provision of the necessary equipment required for providing these services including, but not limited to handheld ticket issuing devices, printers, software, and related items

The following minimum scope of work summarizes the tasks detailed in Section IV Specifications.

The Consultant will be expected to perform the following tasks. A full description of these tasks is shown in **Attachment A – Detailed Scope of Work**.

- A. Transition Plan Development and Implementation
- B. Data Entry of Manual Citations

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- C. Correspondence to Registered Vehicle Owners
- D. Information Retrieval from the DMV
- E. Collection and Data Processing
- F. Citation Database Access
- G. Citation Reporting
- H. Citation Database Management and Maintenance
- I. Violator Inquiry
- J. Citation Corrections
- K. Processing of Citations related to Disable Parking Violations
- L. Technical Support
- M. Administration Adjudication Services
- N. Fine Collections
- O. Franchise Tax Board Offsets
- P. Ticketing Hardware
- Q. Other

The City's duties and responsibilities related to the processing of parking citations include:

- Provide deposit slips and endorsement slips
- Upload all files generated by handheld ticket writers on a daily basis
- Reconcile daily reports
- Respond to credit card disputes and bank deposit corrections
- Process refunds for overpayments
- Provide guidelines to the Contractor regarding the waiving of late fees and the offering payment plans
- Respond to contractor's questions and requests for information related to violators
- Provide necessary hardware (i.e. computers and internet access) required for accessing the Contractor's database
- Completing forms required for accessing DMV data
- Providing in-person review or verification of missing disabled parking placards resulting in disputed citations

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IV. SCHEDULE

The City anticipates that the selection of a consultant and contract award will be completed by mid-February 2016. The transition period will commence immediately following the contract award, and the City expects for the transition to be completed by June 2016. The consultant will be expected to assume the day-to-day parking citation processing operations on July 1, 2016.

The selected consultant will be required to submit a transition plan and schedule to City staff for review and approval upon the award of the contract.

V. PROPOSAL FORMAT AND CONTENTS

A. Purpose

Please demonstrate your firm's qualifications and technical capability to undertake the operations of the City's parking citation processing and payment services in conformity with this RFP's requirements. We invite you to use your response as a means of educating City staff with regards to the best practices and technologies for the collection and processing of parking citations.

Specific areas of interest to the City that should be addressed in a proposal include:

- Demonstrating how a firm has the capability and capacity to improve the overall operations of the City's parking citation processing and related administrative requirements.
- Demonstrating a firm's past experience in providing similar services to other municipal clients and the ability to quantify the results of these engagements in terms in the number of citations processed and fines collected.
- An understanding of industry best-practices and an ability to provide an innovative approach to providing these services in a cost-effective manner.
- Ability to work collaboratively with City staff throughout the engagement's duration.
- Experience in the use of state-of-the-art equipment and use and ability to integrate this technology with the City's financial reporting (general ledger) system.

B. Format

Proposals are limited to 20 pages in length, not including the title page, table of contents, and the fee proposal. It should be prepared simply and economically and provide a straightforward and concise description of the firm's capabilities to satisfy this FRP's requirements. A proposal's substance will carry more weight

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than its form. Information with regards to a firm's qualifications, approach, and staffing must be presented in a clear and concise manner. The proposal must be submitted via email as a PDF file.

C. Submission Requirements

The following subjects represent the criteria that will be used to evaluate a firm's ability to successfully provide the service described in this RFP. Thus, it is critical that a firm's technical proposal fully include all items listed below and clearly present the information needed to support the proposer's technical capabilities and experience.

A completed proposal must contain the following sections presented in the following order:

1. Title Page

The title page must include the RFP's title; the firm's name and address; name, title, telephone number, and email address of the firm's primary point of contact, and the date of the proposal.

2. Table of Contents

The table of contents must identify the proposals contents by section and page number. Cross referencing to the section and page number in the RFP is helpful.

3. Signed Transmittal Letter/Executive Summary

The transmittal letter must be prepared in the form of an executive summary that provides a concise overview of the information contained in the firm's proposal. In addition, it must also include the a statement affirming the proposer's acceptance of the acceptance of, or exceptions to the terms and conditions included in Exhibit A – Anticipated Form of Contract, and the name, title, telephone number, and email address of the person(s) authorized to represent the proposer. It must also state that the both the technical and fee proposals are valid for 180 days as of from the proposal submission date.

4. Staffing and Qualifications

A firm must be able to demonstrate how its staff will be managed and deployed in order to work in a collaborative manner with City staff to provide the services identified in this RFP. The City places a high priority on a firm's ability to work closely with City staff both on-site and remotely, provide requested information in a clear and concise manner, and to provide technical support as needed.

Please provide the following information about how your firm will staff this engagement:

- a. Provide the names of each of your staff members that will be assigned to the City's engagement and indicate each individual's role.

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- b. Identify who will serve as the project manager and the primary point of contact with City staff.
- c. Provide a staffing plan that shows how your firm's proposed staffing will be sufficient to ensure that it will be able to provide the services identified in this RFP in an expedient and cost-effective manner.
- d. Identify the roles and responsibilities of each firm included in your proposal if you are submitting a proposal jointly with another firm(s).

5. Technical Approach

Please fully respond to the following:

- a. Given the City's proposed scope of services and its existing challenges, please describe the service model that you recommend.
- b. Based on your service model recommendation what technologies are most compatible or best meet the City's needs?
- c. How has the use of these technologies allowed your firm to improve the overall efficiency and cost effectiveness of parking citation issuance, processing, and fine collections with other municipal clients?
- d. Please describe how the City best facilitates a transition plan from the existing vendor to your firm in the event that it chooses to select a new vendor.

You are encouraged to include any additional tasks or services not included or identified in the Scope of Work, or propose modifications to the Scope of Work that you feel are necessary in order to provide the services specified in this RFP. Clearly state the reasons why these tasks or services are required, and include their cost as "Optional Costs" in the Cost Proposal.

6. Experience

Please demonstrate your firm's experience in providing similar services to municipal clients by providing a listing of existing and completed similar engagements that the firm has undertaken over the past five (5) years. This information should be presented in tabular form and include:

- a. Beginning and end date of each engagement
- b. The number of citations processed and payments collected.
- c. Identify any unique or innovative ways that your firm worked with the client to address issues related to the collection of payments for delinquent or pass-due citations or any unique circumstances your firm needed to address in order to improve the processing and adjudication of parking citations and the collection of fees.
- d. The City's financial system is "Sungaurd HTE". Please describe your firm's experience or familiarity with the use of this system and how you

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propose to integrate your ticket processing and payment collection operations with this system.

- e. Provide the names and contact information of three (3) professional references from municipal agencies of similar size to the City, preferably within the greater Southern California region (Los Angeles, Orange, San Bernardino, and Riverside Counties). This information should include the name of the client agency; nature of services provided; and a contact person's name, title, telephone number, and email address.

7. Schedule

The City anticipates awarding the contract for this engagement on February 2, 2016. The transition from the current to the new vendor (if a new vendor is selected) will take place between the contract award date and June 30, 2016. The new parking citation processing and payment collection system should be fully implemented and functional no later than July 1, 2016.

- a. Based on your firm's prior experience, do you feel that the City's suggested timeline is a realistic expectation? Please explain your reasoning.
- b. If you feel that this timeline is realistic, please provide a preliminary work plan that you feel contains the necessary tasks, activities, and staffing required to achieve a fully functional parking citation processing system on or before July 1, 2016.
- c. Please describe any modifications that you deem are necessary if you feel that the City's timeline is not realistic. Identify what the reasonable length of the transition period will be, enumerate major milestones and deliverables, and identify the date by when the new parking citation processing system will be fully operational.
- d. Identify if a revised implementation schedule will result in any cost impacts.

8. Cost

Your firm's proposal must include all pricing information relative to performing the parking citation and payment processing services as described in this RFP. The cost proposal will be based on the fees charged for the services included in this RFP per citation processed. Each firm is responsible for including all project-related costs shown on **Attachment B – Fee Proposal Template**. All other costs, including any indirect costs or reimbursable expenses must be listed separately.

The City will not be responsible for expenses incurred in preparing and submitting the technical and cost proposals. The cost proposal must therefore not include such costs.

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VI. PROPOSAL SUBMITTAL

A. Instructions

Proposals are to be emailed to the address identified in this request as separate PDF files. The files should be clearly labeled with as “HP Parking”, followed by the Proposer’s name, and then “Proposal” (i.e. “HP Parking Smith Parking Proposal.pdf”).

Any proposal that is received following the deadline stated herein or that otherwise does not comply with the requirements identifies in this RFP will be deemed unresponsive and will not be evaluated. Information for submitting the proposals is shown in the following table.

Proposals due:	Wednesday, January 27, 2016
Time:	Proposals must be received no later than 4:30 PM (Pacific Standard Time)
Proposal format:	PDF files attached to an email
Submittal method:	Proposals must be emailed to acueto@hpca.gov

B. Questions Regarding This RFP

City staff will respond to all questions regarding this RFP received on or before Wednesday, December 19, 2015. Email all questions to Art Cueto at acueto@hpca.gov. A complete listing responses to all the questions received will be emailed to all firms who have requested a copy of this RFP and those that emailed questions. Staff will not respond to questions received via telephone or in person.

The City may issue RFP addenda if necessary.

VII. EVALUATION PROCEEDURES

A. Evaluation Schedule

City staff anticipates awarding a contract for the services identified in this RFP by early February 2016 based on the following schedule:

Activity	Date
Issue RFP	December 4, 2015
Last day to submit questions	January 6, 2016
Proposals due	January 27, 2016
Oral interviews (at City’s discretion)	February 2, 2016
BAFOs due (City’s discretion)	February 4, 2016
Contract award by City Council	February 16, 2016

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B. Proposal Review

The Interim Finance Director will convene a panel consisting of a minimum of three members. The panel will include Huntington Park Police Department staff, finance department staff, and at least one non-city employee.

C. Evaluation Criteria

The technical proposals will be evaluated using three sets of criteria. The following represent the principal selection criteria that will be used during the evaluation process.

1. Mandatory Elements (Pass/Fail)

- a. Evidence that the proposer is licensed to do business in California.
- b. Submission of the proposer's current SSAE 16 report.
- c. Evidence that the proposer's systems are PCI compliant.
- d. The firm adhered to the instructions in this RFP with regards to content and organization and submitted both the technical and cost proposals on or before the submittal deadline.

2. Technical Qualifications (60%)

The evaluation of a proposer's technical qualifications will be based on its experience and performance on previous similar engagements with local governments, thoroughness of the proposer's approach in providing the services identified in this RFP, and adequacy of the proposed staffing plan to provide the required services.

3. Price (40%)

VIII. FORM OF CONTRACT

The City anticipates that the final contract will be substantially in the form and substance as the sample included in Exhibit A. Proposers shall affirmatively state that they accept all terms and conditions included in Exhibit A, or proposers may suggest alternative language for specific terms or conditions along with their rationale for requesting such changes. The City, in its sole discretion, may accept, decline, or negotiate any or all of the proposer's suggested changes.

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Attachment A

Detailed Scope of Work

A. Transition Plan

1. Import current citation data into their citation management system. Contractor will ensure completion and accuracy prior to the go live date.
2. System conversion shall include all data currently in process for the citation processing including but not limited to:
 - a. Open Citations – Minimum three (3) years
 - b. Closed Citations – Minimum of 24 months history
3. Contractor shall identify the system that will be utilized for the parking citation management system, including hardware and software specifications.
4. Contractor shall provide detailed conversion time-lines, including the minimum, maximum, and most likely conversion scenarios.
5. Contractor shall implement the parking citation management system within sixty (60) days of “Notice to Begin” or receipt of existing database, or forfeit one-time conversion charge.
6. Train City staff for operation of all software elements and equipment provided, including but not limited to, features, inquiry capabilities to citation database and use of handheld ticket writing devices at the City.
7. Facilitate installation of software and remote access to database by working in conjunction with the City IT department.
8. Obtain approval from the City of standard forms and letters prior to use, including notices of delinquent violation.
9. Confirm all types of customer correspondence including but not limited to examples of letters to be sent to customer and methods of communication to designated City personnel.

B. Data Entry from Manual Citations

1. Data entry within 48 hours.
2. Edit capability to correct dates, violations codes and fine amounts.
3. Contractor to notify City regarding citations unable to be entered for any reason (no violation code, illegible handwriting on manual tickets, etc).

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4. File and store citations in easily retrievable format.
5. File and store hard copy citations for minimum of three (3) years and then destroy.

C. Registered Vehicle Owner Correspondence

1. Mail parking violation notices within fifteen (15) calendar days after the date of citation issuance, for all citations which the Contractor has been able to obtain registered owner information. Notices should be mailed on a daily basis, excluding weekend mailing dates.
2. Notices of Delinquent Parking Violation shall be printed on a laser printer. Notices shall not be generated on snap-out forms without carbon insert, or carbonless multiple-part paper stock. Notices shall be printed and mailed out daily.
3. Notices shall include all citation information with the exception of any private issuing officer "comments" and shall have the citation number in a prominent, easy-to-see area.
4. Notices of delinquent parking violation shall include four (4) to six (6) lines of custom text for a special message if needed. Notices should give a telephone number for violation inquiries and for credit card payments. Notices should give a web address for violation inquiries and credit card payments.
5. The Contractor shall provide the necessary postage, correspondence, and ability to track forms to meet all applicable State and local laws regarding citation processing and adjudication. The City will provide all manual and handheld computer citation forms, unless otherwise agreed.
6. Contractor shall generate Delinquent Notice for unpaid citations twenty-one (21) days after the issued date of the violation; this date may change as needed or directed by the City.
7. Non-sufficient fund (NSF) letters will be mailed to individuals immediately upon notification from the City that a check has not cleared. The notices shall state the amount of the original penalty, delinquent amount, and the appropriate NSF check fee.
8. Partial Payment Notices will be mailed to those who do not pay the full fine and applicable penalty. The notice shall indicate the amount that was paid and the remainder that is due.
9. Samples of all forms, notices, letters, etc., must accompany the proposal.
10. Contractor shall mail out-of-state notices of delinquent parking violations within seven (7) working days of receipt of registered owner information from other states.

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11. System shall be able to accommodate a minimum of two (s) increases in penalties for delinquent citations to allow for administrative fees and costs. Contractor shall be able to identify and process partial payments.
12. Mail notices to lessees or renters of cited vehicles when provided with proof of written lease or rental agreement. This also applies to loaner vehicles such as auto repair loaner vehicles etc.

D. Information Retrieval from the Department of Motor Vehicles (DMV)

1. Retrieve registered owner data from California DMV.
2. Maintain internet access to DMV data base.
3. Must have manual access to registered owner information from California DMV upon request.
4. Review DMV "No Hit" list to insure license plate and state information entered correctly.
5. Confirm vehicle make and registered owner information.
6. Interface with all out-of-state DMV agencies and Transportation Ministries in Canada and Mexico that shall provide registered owner information.
7. Send delinquent requests for registered owner information to the appropriate out of state DMV.
8. Contractor shall be responsible for any and all fees associated with obtaining registered owner information from the DMV and the motor vehicle departments of other states, Canada and Mexico. The Notice of Intent will be generated to the registered owner and the fine amount requested.
9. Process DMV holds or releases within 48 hours. The timetable to establish a registration hold at DMV shall be at the discretion of the City.
10. Contractor shall modify and correct DMV files if the amount of the penalty on Hold at DMV has changed, without additional charges to the City.
11. Contractor's system must have the ability to store previous and current owner information when transfer of ownership has occurred.
12. System must be able to interface with DMV for placing and releasing registration holds on a daily basis.
13. Place registration holds on the unpaid balance, for citations that have not been paid in full. Contractor shall notify DMV of any change in the bail amount of citations on hold.
14. System must be able to interface with DMV and process a monthly

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payment file.

15. The City may authorize additional grace periods, if needed, which will automatically allow for additional payment processing time.
16. The City reserves the right to change the time frame for mailing notices of delinquent parking violation and for placing registration holds at any time during the term of the agreement. The City shall give the Contractor a minimum of one (1) day prior notice.
17. Contractor shall provide monthly notification of all reported make mismatches and bad address mail returns. Notice shall include citation number, license plate number with state, and error explanation.
18. Reconciliation of monthly DMV payments

E. Payment and Data Processing

1. Provide integrated web-based secure citation processing management software to track citation from issuance, adjudication, and collections in real time.
2. Provide PO Box in California where payments are mailed.
3. Provide on-line credit payment capabilities, IVR and customer service acceptance of credit card payments. Internet access must be available twenty-four hours per day, seven days a week, year-round.
4. Credit card payments shall be immediately updated to the City's database in real time. Down time must be kept to a maximum of ten hours per year.
5. Provide Courier Service to City two times per week for the purpose of picking up citations and other documents to be delivered to Contractor and to return reports and other documents to City.
6. Pick up from PO Box daily.
7. Open, sort and batch all incoming mail by postmark date for payment posting.
8. Make daily bank deposits directly into a City assigned bank account.
9. Enter and process collections within 48 hours including opening all mail received, verifying payment amounts, updating computer system and making daily bank deposits. Payments must be processed in-house using a real-time on-line payment processing capability.
10. Forward deposit slips to City contact within 24 hours after each deposit. OR weekly if scanned image is emailed/faxed.
11. Provide reporting for all bank deposits upon request.

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12. File and store all bank deposit information for a minimum of three years.
13. Send notification to registered owners when either a partial payment is received (reflecting balance due), check payments are returned for insufficient funds, and for any unpaid citation when the vehicle has a change of ownership.
14. Maintain images of all envelopes with all inbound correspondence.
15. Respond to reasonable non-judicial public inquiries by phone mail and maintain phone notes within the citation record accessible to City.
16. Forward questionable mail to City for decision.
17. Payment data shall be verified against the citation record at the time of payment to insure that the payment is due and correct. If the citation is already paid, the duplicate payment should be returned to the payer by the Contractor and noted in the system phone notes and should not be processed or deposited. Instead, these payments should be returned to the violator (checks shall be returned "un-cashed"). The exception would only be if no return address is available.
18. Contractor must be able to distinguish problem citations that will allow for stop payment entry if directed by the City. For example, the City could enter a phone note that would direct the Contractor to return the un-cashed check (if received) to the violator. This should be available within the payment process.
19. Contractor shall provide monthly notification of all monies collected but not associated with a citation. These monies shall be deposited in the account designated by the City.
20. Contractor and City staff must post phone notes regarding NSF payments to alert all parties involved to accept only cash, money order, or cashier checks from the violator.
21. Payments must be able to be processed in advance of the citation. In these cases, the data from the citation shall be updated when it is available. Contractor shall provide a report of all outstanding citations with payments made.
22. Verify amounts deposited by citation number.
23. Provide toll free number for citizen inquiries, M-F, 7:30 a.m. – 5:30 p.m. except City observed holidays.
24. Provide weekly reports for bank statement reconciliation.
25. Provide monthly Paid Citation Distribution Report.
26. Payments must be reconciled to moneys deposited to the bank.

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27. Payments shall be reconciled daily with bank deposits.
28. Contractor should provide a method for the City to handle administrative fines for disabled parking violations as detailed in CVC 40226.
29. The City shall have the ability to enter remotely a new payment due date. If necessary, the City may also notify the Contractor to extend the citation to a new due date. No further processing will take place until this due date has expired. The process should be an automatic function that does not require user interface to reactivate.

F. Citation Database Access

1. Remote access for multiple City workstations must be available using a standard PC. No additional or special software shall need to be installed to the local workstations with the exception of a web browser and Adobe Reader. Access to the database must be available over the Internet. Data must be accessible by citation number, vehicle license number, name, or VIN and provide:
 - a. All citation information including the VIN, and photos taken.
 - b. Current status of the citation.
 - c. DMV inquiry date, hold, and release information and dates.
 - d. Delinquent notice information, registered owner, due date, mailing date, and make of vehicle as provided by DMV.
 - e. Administrative review, hearing court appeals and dispositions information,
 - f. Collection information includes all dates and amounts.
 - g. Registered owner information, including the VIN and any additional names if previously owned and cited.
 - h. Phone notes and any other notes included in the database.
 - i. The number of citations for each registered owner.
 - j. Vehicle registration history.
2. The City will have the ability to enter the following information remotely:
 - a. Voids with reason codes, and notes capability.
 - b. Dismissals with reason codes and note capability.
 - c. Letter data and ability to add custom notes or edit reason contents.
 - d. Extensions with extension date and notes capability.

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- e. Promissory notes with extension dates and notes capability.
- f. Review and Hearing updates, including notes or comments.
- g. Review and Hearing dispositions, including notes or comments.
- h. Citation data corrections.
- i. Photos of violation in jpg or pdf format
- j. Phone notes (to be shared with the City and Contractor)
- k. Citation data correction – all fields, including but not limited to the date, time, violations, location.
- l. Payments, including partial payments, NSF, and refunds
- m. Violation changes.

G. Citation Reporting

- 1. Provide monthly reports online indicating the status of all citations, such reports to be available for City access by the 7th day of the following month – but no later than the 10th day. Contractor should provide the option to export these reports to Excel. Contractor should also provide for Ad Hoc reporting and exporting options and shall respond to inquiries and requests from City within forty-eight hours.
- 2. Contractor shall keep the monthly reports available for a period not less than 24 months.
- 3. Citation revenue reported shall represent actual fines collected along with the face value of citations and delinquency fees.
- 4. Contractor shall be responsible for correcting all system malfunctions and errors attributable to the vendor at no cost to the City.
- 5. Contractor shall provide access to citation processing information by multiple client workstations via the Internet using a web browser; no additional software required.
- 6. Maintain provisions for proven database management software and servers.
- 7. All data base information is to be maintained with strict confidentiality and Contractor is to provide description of securities at time of submittal.
- 8. Annually submit the Contractor's SSAE 16 report on the anniversary date of the contract.
- 9. Provide all statistical reports including but not limited to: registered owner contact information, citation number and delinquent status for at least five years from date of citation.

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10. Producing reports relating to: open citations, bank deposits, scofflaws and citations dispositions. The Contractor must be capable of delivering these reports to the designated City personnel on an agreed schedule.
11. Data system must be able to store, sort and or process the following items: citation number, date and time of issuance, badge number of issuing officer, comment field of 50 characters or more, vehicle license plate number, vehicle identification number, state code, registration expiration date, vehicle make/color, violation codes, location of violation, citation penalty and delinquent amounts, delinquent date, received payments/documents post-marked dates, notification dates, DMV hold date, date citation entered into system, disposition codes, registered owner information, photos taken by issuing officers.

H. Database Maintenance and Management

1. Contractor will ensure all systems are backed up daily to ensure safety of data in the event of a power outage or natural disaster.
2. Contractor shall maintain parking citation management system database and physical system security in such a way as to provide complete confidentiality and protection from unwanted access.
3. Contractor shall state the efforts taken to protect the data in the event a recovery process is required. Please define the Contractor's disaster recovery plan. Data recovery plan should also include off site data storage. Please include and define this backup and recovery process.
4. Contractor should define the web security used for access, reports, and credit card processing.

I. Violator Inquiry

1. The Contractor shall be responsible for responding to all inquiries and initial complaints regarding the status or disposition of citations, vehicle registration, etc.
2. Contractor shall provide a telephone number accessible in California, out of state, and out of country for citation inquiries. The service should include customer service in both English and Spanish. The telephone number should be unique to the City and not shared by other clients. The greeting of the telephone number should specially answer on behalf of the City, such as "Welcome to the citation information line for the City of Huntington Park."
3. The Contractor must provide interactive real time voice response for all inquiries. Contractor must provide the details of how the system functions and provide details on instructions provided to the caller,

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such as: payment instructions, contesting and other information that is unique to the City. This feature should be available in both English and Spanish and available 24/7.

4. Live operator assistance must be provided during regular business hours, Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding City holidays. Bi-lingual (Spanish and English) operator assistance must be available. Contractor shall immediately refer unresolved complaints by documenting the problem in phone notes and asking the caller to call the City's parking staff.
5. Contractor must provide a website for accepting payments. Payment options by major credit card or other electronic payment processor like PayPal and should include at a minimum, Visa, Master Card. Contractor must be a certified credit card processor, meeting the requirements of the Cardholder Information Security Program (CISP) Compliance. A letter of PCI compliance shall be provided to the City's Finance Department for auditing purposes.
6. All credit card payments must be posted to the system immediately, real time.
7. Contractor must provide how a "charge back" would be processed and charged.
8. Contractor must provide the option for the City to link from the City's website to the Contractor's website for citizen payment options or appeal.

J. Citation Corrections

1. Contractor must be willing to make corrections to citations and continue processing the citation. This would include information like new registered owner information and processing like generating another delinquent notice.

K. Processing of Citations related to Disabled Parking Violations

1. The Contractor will submit all requests for dismissal related to the non-display or misuse of disabled parking placards to the City for review.
2. In-person review of citations for non-displayed placards will be conducted at City Hall by city staff.
3. The Contractor will update the database with results of disabled citation reviews to be provided by city staff within 24 hours of each appeal.
4. Non-placard related disabled violations are contested through the normal appeal process.

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L. Technical Support

1. Provide available staff support during normal City business hours: Monday – Thursday 7:30 a.m. - 5:30 p.m. (unless otherwise approved) and contact for emergency after hours support.
2. Provide on-going support and training to the City using real-time remote support capability utilizing existing internet browser applications.
3. Provide user's manuals which include step-by-step instructions for accessing computer database information and a list and description of any and all codes used in screens accessed by the issuing agency.
4. Provide technical support and troubleshooting assistance for any and all hardware and software used by the City. Technical support and assistance must be available between the hours of 7:30 a.m. - 5:30 p.m. Monday through Thursday, except City recognized holidays.

M. Administrative Adjudication Service

1. The duties and tasks of Administrative Adjudication review shall include, but not be limited to the following actions:
 - a. Provide for on-line appeal processing and follow prescribed timelines and processes for persons contesting parking citations in accordance with the laws of the State of California.
 - b. Determine by postmark on payment if appeal is on time.
 - c. Contractor shall place all requests for initial/administrative review on "administrative hold" prior to forwarding these requests for initial/administrative review to the City. Information in the appeal, including any detail provided by the customer, must be included at the time the hold is placed.
 - d. Contractor shall track each step of the initial/administrative review and hearing process.
 - e. The City shall forward any dispositions to the Contractor for processing. The City shall have the ability to enter Review/Hearing information and dispositions online via the Internet using a web-based system.
 - f. Scan all mailed in appeals within 24 hours of receipt, scheduling monthly hearings conducted in-person and/or by written declaration.
 - g. Contractor must provide reason (codes) to select why a

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citation is upheld or dismissed. If these codes do not provide the level of detail required for the disposition letter, the contractor must provide the ability to establish (preset) custom language that would be inserted into the disposition letter if needed.

- h. Contractor shall generate disposition letters to provide the reason for the outcome of the review or hearing. The letter will include the reason and custom text that will provide the violator with specific information detailing the outcome. This is a requirement based on AB 602, January 1, 2009.
- 2. Contractor shall accept, with payment, requests for 2nd level appeals and notify City of request for 2nd Level Appeal.
 - a. Contractor shall schedule each hearing, providing to City back up information for the given citation (from the appellant). Contractor shall send notification of date and time to each person requesting a hearing and notify City.
 - b. Procedure for In-person Hearings: Hearings are scheduled approximately three weeks in advance and held at the City. The Contractor will print and mail (by first class mail) customized hearing notification letters on behalf of the CITY. Respond to inquiries from the public regarding date and time of hearing, mailing date, location of hearing and directions to hearing location and resend letters should a change occur or if rescheduling of a hearing is requested. The hearing officer will conduct the hearings, perform any needed background investigation, makes determinations, and then enter the judgment(s) into the Contractor's website.
 - c. Procedure for Written Hearings: Contractor collects any information provided by the appellant and the City. The Contractor provides this material to the City's hearing officer. The officer reviews the material, makes judgments, and enters a decision on the Contractor's web site on the same day as the in-person hearings.
- 3. This system must be integrated with parking citation system(s).
- 4. Provide inquiry capabilities for citations in the administrative review process.
- 5. Enter administrative review requests within 48 hours.
- 6. Sort and batch administrative review requests by postmark date.
- 7. Enter and maintain database of all administrative review requests received showing status of each request.
- 8. File and store all source documents for ease of retrieval if necessary

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for a minimum of three (3) years.

9. Respond to telephone inquiries regarding how to contest violation, outstanding penalty amounts or delinquent fees, or any other pertinent information in order to contest a citation in the City.
10. Hearing tracking system must be linked to citation database in real time to obtain citation information such as citation issue date; delinquent date, amount owed, and other citations open with the same license plate numbers

N. Fine Collections

1. Provide delinquent payment collection services. Reports on collections will include various categories of outstanding citations including:
 - a. Out of State Delinquent Citations
 - b. Citations not on hold at DMV
 - c. Citations removed from DMV Hold after 2 years
 - d. Citations removed from DMV hold due to Transfer of Ownership
2. Transfer outstanding citations (DMV No Holds or DMV Transfer of Ownership Releases or Non California plates) into a collection database system on a weekly basis.
3. Mail up to two collection letters for each citation requesting payment.
4. Send delinquent accounts to qualified credit reporting agency on a weekly basis.
5. Report paid accounts weekly to qualified credit reporting agency.
6. Process payments processed daily and deposited to the City's regular citation processing bank account.
7. Handle all collection related calls through a toll free number.
8. Provide a monthly report showing all accounts moved to the collection system and all payments received due to Contractor collection efforts.

O. Franchise Tax Board (FTB) Offset

1. Contractor shall be able to assign past due citations to the FTB. Citations issued to California license plates that have completed the regular citation processing steps and have either been rejected for DMV Hold or have been removed from DMV hold will be qualified for this service. The program intercepts Personal Income Tax only, no corporate or partnership funds.

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2. The FTB will be responsible for collecting outstanding parking violations by deducting the amounts owed to the City from an individual's California State Tax refund and/or California Lottery winnings. The FTB will send the city weekly reports showing all intercepts (collections) made during the previous week. The City will forward this report to the Contractor upon receipt so that the Contractor maintain the database's accuracy by clearing the appropriate outstanding accounts.

P. Handheld Ticket Writers.

1. Contractor shall provide ten (10) handheld citation writing units for lease along with charging racks, citation forms, envelopes, and weather resistant bags.
2. Handheld ticket writing units will be programmable and will be able to produce citations that meet the format and layout requirements provided by the City.
3. Handheld units shall generate citations on partially pre-printed forms that can be easily fed through the machine.
4. Handheld units shall have an integrated printer, camera and magnetic card reader.
5. Handheld units shall be able to be held in one hand and include a carrying case.
6. All automated citations issued shall contain a scan line on the left edge that contains a citation number and amount of citation
7. The City's remittance address shall be pre-printed on the back of each citation.
8. Contractor shall provide remittance envelopes with each automated citation that shall accommodate unfolded citation and personal check. In case of inclement weather, the Contractor shall also provide weather resistant bags that accommodate an unfolded citation and envelope.
9. The software shall run Microsoft's Windows CE for Pocket PCs operating system, or equivalent, and come standard with adequate memory sufficient for programs, files, hot car lists, photographs, as well as other contact information, documents and sound recordings if applicable.
10. Contractor shall provide all equipment to allow City employees the ability to write, print, produce, synchronize and transfer (export) citations from the hardware to the database.
11. The ticket writer must have an alarm that warns user of "low battery" with sufficient time to remedy problem.

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12. The ticket writer must include a real time clock that displays time in hours,
13. Warranty and Maintenance:
 - a. Leased handhelds/hardware
 - b. Contractor shall be responsible for any failure of the hardware during the term of the contract.
 - c. Contractor shall be responsible for the maintenance and repair of all equipment during the term of the contract.
 - d. Physical damage to the device due to misuse will be the responsibility of the City to replace at the actual cost of replacing the hardware from the manufacturer.
14. All software must be upgraded for the term of the contract at no charge to the City as the software is enhanced.

Q. Other

1. Attend City meetings as needed or when requested at company's own expense (at minimum via phone conference). This includes but is not limited to, transportation, lodging, meals and staff time.
2. Contractor must be able to meet City's insurance requirements.
3. Contractor shall allow City to customize citation messages.
4. City reserves the sole authority and responsibility for voiding/dismissing citations.
5. The parking citation management system shall allow voided/dismissed citations to be entered by the City via remote access using the Internet. The security clearance to void/dismiss a citation shall be limited by password, as authorized by designated City representatives. Each transaction should be able to be traced back to the designated person. All voids should have the ability to have a reason code and comments that will assist the City with later research.
6. Contractor shall provide a monthly report of citations voided/dismissed in the system, by Officer or user name and reason for the voided/dismissed citation.
7. Contractor shall immediately notify the City's designated representative(s) by telephone, email, in person, or by FAX of any procedural problems that may occur.

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Attachment B

Fee Proposal Template

Date:	
Proposer's Name:	
Proposer's Address:	

Service Description	Fee
1. Processing cost per electronic citation	
2. Processing cost per manual citation	
3. First notice including postage	
4. Delinquent notice letter including postage	
5. Other correspondence letters, partial payment letters, etc., - per issuance	
6. Conversion cost per notice of parking violation transfer of records, if applicable	
7. On-line access per workstation – if applicable	
8. Payment processing, per payment – if applicable	
9. Credit card convenience fee	
10. 1 st Level hearing hold placements – per instance	
11. 2 nd Level hearing hold scheduling – per instance	
12. Payment plan administrative fee – per instance	
13. DMV hold placement – per instance	
14. Out of state collections – per instance	
15. FTB collections – per instance	
16. 3 rd Party collection – per instance	
17. Lease cost of ten (10) handheld ticket issuing devices	
18. Handheld device maintenance cost – per unit	
19. Handheld software	
Other Applicable Costs (list below)	

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Exhibit A

Form of Contract

PROFESSIONAL SERVICES AGREEMENT (Engagement: Parking Citation Processing Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and [____REPLACE WITH NAME OF CONSULTANT____], a [____REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.____] (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.

ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement will become effective on the date written above, and will continue for the period of three (3) years beginning with audit of City's fiscal year ending June 30, 2015, with options for two (2) additional years at the City's discretion. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [____THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT____] (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [____REPLACE WITH NOT-TO-EXCEED SUM____] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation

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with the City Manager and the Director of Finance. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed.

- A. Interim billings shall not cumulatively exceed ninety percent (90%) of the annual fixed price. The final billing will be processed upon completion of the final task under the contract, which is the annual presentation to the City Council and completion of any follow up that results from City Council direction, if any.
- B. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Superintendent and **[REPLACE WITH TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT]** (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

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2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand

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and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation,

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national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers registered to do business in the State of California and

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authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A-/VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work and annually thereafter. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.

INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful

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misconduct of the CITY.

- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2

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5.3 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45)

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calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.4 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No

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waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.5 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

[REPLACE WITH Business Name of
Consultant]
[REPLACE WITH Business Address]
Attn: [REPLACE WITH Name/Title of
Consultant's chief contact]
Phone: [REPLACE WITH Phone
Number]
Fax: [REPLACE WITH Fax Number]

CITY:

City of Huntington Park
Finance Department
6550 Miles Avenue
Huntington Park, CA 90255-4393
Attn: [Title of CITY Contact]
Phone: [REPLACE WITH Dept
Phone]
Fax: [REPLACE WITH Dept Fax]

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Email: [If available, REPLACE WITH e-mail or simply delete_]

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or

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against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

By its: _____
City Manager

**[REPLACE WITH BUSINESS NAME OF
CONSULTANT, E.G., ACME CORP., A
CALIFORNIA CORPORATION ETC.]:**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

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